



2024 BOARD MEMBERS

All WCLDC Board Members are appointed by the Chair of the Board of Supervisors of Warren County, who is also the sole member of the WCLDC

Nathan Etu

Robert Landry

Eugene Merlino

Mark Smith

David Strainer

Nancy Turner

Mike Wild

Officer Appointments

Chair – Mike Wild - appointed 1/1/24

As Proposed by the Chair:

Vice Chair – _____ appointed 3/21/24

Secretary – _____ appointed 3/21/24

Assistant Secretary - _____ appointed 3/21/24

Treasurer – _____ appointed 3/21/24

Assistant Treasurer _____ appointed 3/21/24

2024 GOVERNANCE COMMITTEE MEMBERS

As proposed by Chair

2024 AUDIT & FINANCE COMMITTEE MEMBERS

As proposed by Chair

2024 BUSINESS SUPPORT COMMITTEE

As established at the 2/15/2024 Board of Directors Meeting

Mark Smith

Mike Wild

Robert Landry – Advisory Role

2024 BUSINESS REVIEW COMMITTEE

Continue as indicated below:

Michael S. Borgos
Borgos & Del Signore P.C.

Time LaSaro
NBT Bank

Michael Murray
Adirondack Trust Company

Mark Yrsha
Glens Falls National Bank

Laura Ladu
Whittemore, Downen & Ricciardelli, LLP

2024 PROFESSIONALS RETAINED AND APPROVED RELATIONSHIPS

Certified Public Accountant/Auditor

EFPR Group
6390 Main Street
Suite 200
Williamsville, NY 14221

General Counsel

Fitzgerald Morris Baker Firth, P.C.
68 Warren Street
Glens Falls, NY 12801

Banking Institution

Glens Falls National Bank & Trust Company
TD Bank



**WARREN COUNTY LOCAL DEVELOPMENT CORPORATION
CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER
AND THE CHIEF FINANCIAL OFFICER OF THE ANNUAL REPORT**

The undersigned Chief Executive Officer and Chief Financial Officer of the Warren County Local Development Corporation, a local development corporation organized pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, hereby certify, pursuant to subdivision 3 of Section 2800 of the Public Authorities Law, as follows:

The financial information provided within the Annual Report of the Warren County Local Development Corporation (the "Corporation"), dated as of March 21, 2024 (the "Annual Report"), is accurate, correct, and does not contain any untrue statement of material fact. The Annual Report does not omit any material fact which, if omitted, would cause the report to be misleading considering the circumstances under which the report and any such statements made therein are made. The Annual Report fairly presents in all material respects the financial condition and results of operations of the Corporation as of, and for, the periods present in said report.

The Annual Report is hereby approved.

IN WITNESS WHEREOF, the undersigned Chief Executive Officer and Chief Financial Officer have executed this Certificate as of this 21st day of March, 2024.

A handwritten signature in black ink, appearing to read "Jim Siplon".

Name: Jim Siplon
Title: Chief Executive Officer

Name: Diane Dumouchel
Title: Chief Financial Officer

WARREN COUNTY LOCAL DEVELOPMENT CORPORATION
Confidential Evaluation of Board Performance

Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
Board members have a shared understanding of the mission and purpose of the Authority.				
The policies, practices and decisions of the Board are always consistent with this mission.				
Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.				
The Board has adopted policies, by-laws, and practices for the effective governance, management and operations of the Authority and reviews these annually.				
The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission.				
The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure, or self-interest.				
Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.				
Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements, and other transactions.				
The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete.				
The Board knows the statutory obligations of the Authority and if the Authority is in compliance with state law.				
Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.				
Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.				
Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.				
The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.				
The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur.				
Board members demonstrate leadership and vision and work respectfully with each other.				

Date Completed: _____

Signature: _____



SERVICE PROVIDER AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) IS MADE BY AND BETWEEN THE WARREN COUNTY LOCAL DEVELOPMENT CORPORATION (“LDC”), a not-for-profit corporation of the State of New York, having a principal place of business located at 1340 State route 9, Lake George, New York 12845 and the ECONOMIC DWEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK (“Provider”), 11 South Street – Suite 201, Glens Falls, New York 12801.

1. The LDC and the Provider agree that the Provider shall provide the LDC with professional services in connection with the LDC revolving loan fund and other services specified by Paragraph 5 below.
2. In consideration of the services to be provided by the Provider, the LDC shall pay the provider the sum total of fifty thousand Dollars (\$50,000). The LDC shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the LDC.
3. The Provider shall provide not less than two (2) of Provider’s personnel to perform services described in paragraph 5 and who shall possess particular or expertise for which the LDC is contracting herein.
4. The LDC engages the Provider to provide grant and loan administrative services with respect to any current grants and loans awarded to the County. The LDC appoints the Provider as sub-recipient of the LDC with respect to any grants and loans as contemplated within paragraph 5 below.
5. The Provider shall undertake the following activities:
 - a. Promote, operate, and expend the existing revolving loan fund, administer the existing loan portfolio, pursue repayment and collection of loans, adopt loan program policies and guidelines, rigorously review all loan applications, maximize use of loan funds to improve employment opportunities. Coordinate and integrate contributions from the Business Review board.
 - b. Administer other economic development and loan and grant programs as the LDC and the Provider may agree upon. Align and coordinate LDC Programs with overall Economic Development activity in Warren County and region.
 - c. The Provider will provide regular (at least quarterly) report to the Warren County LDC Board Members.

- d. The Provider shall comply with all applicable federal, state, and local laws. The Provider is a local authority and as such has Public Authority Law and Public Authorities Accountability Act compliance requirements.
6. For the services provided as described in paragraph 5 above, the LDC shall pay to the Provider the sum of Fifty Thousand Dollars (\$50,000) for the calendar year 2024.
7. The term of this Agreement shall commence January 1, 2024 and end December 31, 2024.
8. Either Party may terminate this Agreement with sixty (60) day advance written notice to the other Party.
9. The Provider on behalf of the LDC shall at least once per year with the county's Board of Supervisors standing committee for Economic Growth and Development.
10. All materials and property prepared for and on behalf of the LDC, together with all information memoranda, or other written materials regarding the LDC's grants or loans, shall be deemed to be owned by the LDC and may be used by the LDC for any auditing or compliance review.
11. All financial and statistical records concerning or related to the purpose of this Agreement shall be maintained by the Provider for a minimum of six (6) years and shall be subject to inspection at reasonable times and notice by the LDC and its authorized officers, employees, and designees. The LDC's authorized officers, employees, and designee's review deemed shall be permitted to conduct any audits or other reviews deemed appropriate of said records. The Provider shall cooperate provide all documents, records, receipts, account balance statements, vendor invoices, cash receipts, journals, checks or copies of checks, deposit slips, purchase journals, State and Federal tax returns, and other information requested during such audits or reviews so that the LDC may perform a full and complete audit, or any accountants or auditors retained by the LDC shall be considered as authorized officers or designees of the LDC for purposes of audits and reviews.
12. Any type of discrimination, harassment is against LDC Policy and is unlawful. The Provider acknowledges and agrees that it has read the entire LDC Policy Against Discrimination and Harassment, a copy of which can be found online at www.warrencountyny.gov under policies/union contracts/forms. The link labeled Warren County Policy against Discrimination and Harassment. The LDC Policy Against Discrimination and Harassment applies to all personnel in a contracted or other business relationship with the LDC. This agreement incorporates the entire policy as a material term of this agreement. The Provider shall follow the policy in its entirety. If a complaint does arise, the Provider is to notify the LDC Promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the LDC, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other cost to defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the LDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other cost to defense, resulting from a LDC breach of this policy.

13. This Agreement shall not be assigned, sold or transferred by the Provider to any other agency, party, or corporation without the prior written consent of the LDC.
14. The Provider agrees that is an independent contractor and that the Provider and its employees and agents shall not hold themselves out as or claim to be officers or employees of LDC and they shall not make any claim for any to the rights or privileges applicable to as officer or employee of LDC.
15. This Agreement shall be deemed executory only to the extent of the moneys available to the LDC and the appropriations made by the LDC in the 2024 Budget for this allocation and no liability on account thereof shall be incurred to the LDC beyond money so available for the purpose thereof.
16. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and Brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.
17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having same legal effect as original signatures.
18. This Agreement is the final agreement and understanding of the Parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

Warren County Local Development Corporation

Kara Lais
Fitzgerald Morriss Baker Firth, P.C.
LDC Attorney

Michael Wild, Chairman
Warren County Local Development Corporation

Date

Date

Economic Development Corporation, Warren County, NY

Jim Siplon

Print Name: _____

Title: _____

Date: